UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK -----x UNITED BULK CARRIERS INTERNATIONAL L.D.A.

Plaintiff.

-against-

NORTH CHINA SHIPPING LTD., a/k/a
NORTH CHINA SHIPPING CO. LTD.
a/k/a NORTH CHINA SHIPPING
COMPANY LTD. a/k/a NORTH CHINA
SHIPPING COMPANY LIMITED a/k/a
NORTH CHINA SHIPPING (SINGAPORE)
PTE LTD.

DECLARATION IN ACCORDANCE WITH 28 U.S.C. § 1746 08 Civ. 5879 (WHP)

De	efendant.	
	X	

Tulio R. Prieto, declares, under penalty of perjury, as follows:

- 1. I am admitted to the Bar of this Court, am a member of Cardillo & Corbett, attorneys for North China Shipping (Singapore) PTE Ltd. ("NCS Singapore"), North China Shipping Company, Limited ("NCSC (HK)") and North China Shipping Company Limited ("NCSC (BVI)") (collectively the "Claimants"), and make this declaration in support of the Claimants' motion to vacate the attachment of their property by the plaintiff, United Bulk Carriers International L.D.A. ("United Bulk"), and to vacate the ex parte Order of Maritime Attachment directing the attachment of Claimants' property.
- 2. Attached hereto as Exhibit A is a copy of the Verified Complaint filed by United Bulk on June 30, 2008.
- 3. Attached hereto as Exhibit B is a copy of the Ex Parte Order For Process of Maritime Attachment issued in this case on July 1, 2008.
 - 4. Attached hereto as Exhibit C is a copy of an email sent by me to Lauren C.

Davies, Esq. counsel for United Bulk on July 17, 2008.

- 5. Attached hereto as Exhibit D is a copy of an email, without attachments, sent by me to Lauren C. Davies, Esq, counsel for United Bulk on July 21, 2008.
- 6. Attached hereto as Exhibit E is a copy of a second email, without attachments, sent by me to Lauren C. Davies, Esq, counsel for United Bulk on July 21, 2008.
- 7. Attached hereto as Exhibit F is a copy of a third email, without attachments, sent by me to Lauren C. Davies, Esq, counsel for United Bulk on July 21, 2008.
- 8. Attached hereto as Exhibit G is a copy of a fourth email, without attachments, sent by me to Lauren C. Davies, Esq, counsel for United Bulk on July 21, 2008.
- 9. Attached hereto as Exhibit H is a copy of the Verified Amended Complaint filed by United Bulk on July 21, 2008.
- 10. Attached hereto as Exhibit I is a copy of the Ex Parte Order For Process of Maritime Attachment issued in this case on July 21, 2008.
 - 11. No prior application has been made for the relief requested herein. I declare under penalty of perjury that the foregoing is true and correct.

Dated: New York, New York August 7, 2008

Tulio R. Prieto (TP 8455)

Exhibit A

NORTH CHINA SHIPPING LTD.,

Defendant.

VERIFIED COMPLAINT

Plaintiff, UNITED BULK CARRIERS INTERNATIONAL L.D.A. (hereinafter reference to as "Plaintiff" or "UNITED BULK"), by and through its attorneys, Tisdale Law Offices LLC as and for its Verified Complaint against the Defendant NORTH CHINA SHIPPING LTD. (hereinafter referred to as "Defendant" or "NCSL"), alleges, upon information and belief, as follows:

- 1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333.
- 2. At all times material to this action, Plaintiff was, and still is, a foreign company duly organized and operating under foreign law with a principal place of business in Madeira.
- 3. Upon information and belief, Defendant was, and still is, a foreign corporation or other business entity organized under and existing by virtue of foreign law with a place of business in the Bahamas.

- By a charter party dated February 23, 2007, United Bulk chartered the "M/V 4. WINA" from the Defendant for a time charter period of "minimum 12/about 14 months in Charterers' option."
- Certain disputes arose between the parties regarding Defendant's breaches of the 5. charter party for failure to pay Plaintiff's off-hire claims, the under-performance of the Vessel and the Defendant's wrongful drydocking of the Vessel.
- As a result of Defendant's breaches of the charter party, Plaintiff has suffered 6. damages in the principal amount of \$1,499,637.90. See Charterers' Final Hire Statement annexed hereto as Exhibit "I."
- Despite due demand, Defendant has failed to pay the sums due and owing as a 7. result of its breaches of the charter party.
- Pursuant to the aforementioned charter party, any disputes arising thereunder shall 8. be referred to Arbitration in London with English law to apply.
 - Plaintiff will soon commence arbitration in London and appoint its arbitrator. 9.
- Interest, costs and attorneys' fees are routinely awarded to the prevailing party in 10. London Arbitration proceedings. As best as can now be estimated, Plaintiff expects to recover the following amounts:

A.	Princi	nal c	laim:
<i>[</i>].	Y I TITIOT	par v	'TOTTITI'

\$1,499,637.90

Balance due under Final Hire Statement

\$1,137,737.97

Balance due for wrongful dry docking of Vessel

\$361,900.00

Estimated interest on claims: B. 3 years at 8%

\$402,678.38

Estimated attorneys' fees and costs: C.

\$100,000.00

Total \$2,002,316.20

11. The Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendant has, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of garnishees within the District which are believed to be due and owing to the Defendant.

12. The Plaintiff seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, and also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching, *inter alia*, any property of the Defendant held by any garnishees within the District for the purpose of obtaining personal jurisdiction over the Defendant, to compel arbitration and to secure the Plaintiff's claim as described above.

WHEREFORE, Plaintiff prays:

- A. That process in due form of law issue against the Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Complaint, failing which default judgment be entered against it in the sum of \$2,002,316.20.
- B. That since the Defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching all goods, chattels, credits, letters of credit, bills of lading, effects, debts and monies, tangible or intangible, or any

other funds up to the amount of \$2,002,316.20 belonging to, due or being transferred to, from, or for the benefit of the Defendant, including but not limited to such property as may be held, received or transferred in Defendant's name or as may be held, received or transferred for its benefit at, moving through, or within the possession, custody or control of banking/financial institutions and/or other institutions or such other garnishee(s) to be named, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;

- That pursuant to 9 U.S.C. §§201 et seq. this Court recognize and confirm any C. London arbitration award in Plaintiff's favor against the Defendant as a judgment of this Court;
- That this Court award Plaintiff the attorneys' fees and costs incurred in this D. action; and
- That the Plaintiff have such other, further and different relief as the Court E. may deem just and proper.

Dated: June 30, 2008 New York, NY

The Plaintiff, UNITED BULK CARRIERS INTERNATIONAL L.D.A.,

By:

Lauren C. Davies (LD 1980) Thomas L. Tisdale (TT 5263) TISDALE LAW OFFICES LLC 11 West 42nd Street, Suite 900 New York, NY 10036 (212) 354-0025 - phone (212) 869-0067 - fax ldavies@tisdale-law.com

ttisdale@tisdale-law.com

ATTORNEY'S VERIFICATION

State of Connecticut)) ss.:	City of Southport	
County of Fairfield)		

- 1. My name is Lauren C. Davies.
- 2. I am over 18 years of age, of sound mind, capable of making this Verification, and fully competent to testify to all matters stated herein.
- 3. I am an Attorney in the firm of Tisdale Law Offices, LLC, attorneys for the Plaintiff.
- 4. I have read the foregoing Verified Complaint and know the contents thereof and believe the same to be true and accurate to the best of my knowledge, information and belief.
- 5. The reason why this Verification is being made by the deponent and not by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now within this District.
- 6. The source of my knowledge and the grounds for my belief are the statements made, and the documents and information received from, the Plaintiff and agents and/or representatives of the Plaintiff.
 - 7. I am authorized to make this Verification on behalf of the Plaintiff.

Dated: June 30, 2008 Southport, CT

Lauren C. Davies

EXHIBIT 1

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### ### ##############################	FF-HIRE BEING UNDER	RPERFORMANCE CRISTOBAL - SW	PASS: 5.6 HRS A	T USD 27,431.25 NET OF 3,75% COMM	6400.62	
### #### #############################	ADO OVERCONSUMPTI	ION CRISTOBAL - 5W PASS: 6.9 M	AT USD 550			
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					\$14,395,096.96	\$14,395.096.96
T/c no. T/C P NR:005/07						

Case 1:08-cv-05879-WHP

Document 18

Filed 08/08/2008

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Exhibit B

EX PARTE ORDER FOR PROCESS OF MARITIME ATTACHMENT

WHEREAS, on June 30, 2008, Plaintiff, UNITED BULK CARRIERS INTERNATIONAL L.D.A., filed a Verified Complaint herein for damages against the Defendant NORTH CHINA SHIPPING LTD. amounting to \$2,002,316.20 and praying for the issuance of Process of Maritime Attachment and Gamishment pursuant to Rule B of the Supplemental Admiralty Rules for Certain Admiralty and Maritime Claims of the Federal Rules and Civil Procedure; and

WHEREAS, the Process of Maritime Attachment and Garnishment would command that the United States Marshal or other designated process server attach any and all of the Defendant's property within the District of this Court; and

WHEREAS, the Court has reviewed the Verified Complaint and the Supporting Affidavit, and the conditions of Supplemental Admiralty Rule B appearing to exist;

NOW, upon motion of the Plaintiff, it is hereby:

NORTH CHINA SHIPPING LTD.,

Defendant.

ORDERED, that Pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, the Clerk of the Court shall issue Process of Maritime Attachment and

Garnishment against all tangible or intangible property, credits, letters of credit, bills of lading. effects, debts and monies, electronic funds transfers, freights, sub-freights, charter hire, sub-charter hire or any other funds or property up to the amount of \$2,002,316.20 belonging to, due or being transferred to, from or for the benefit of the Defendant, including but not limited to such property as may be held, received or transferred in Defendant's name or as may be held, received or transferred for its benefit at, moving through, or within the possession, custody or control of by any garnishees within this District, including but not limited to, ABN Amro, American Express Bank, Bank of America, Bank of New York, Citibank, Deutsche Bank, HSBC (USA) Bank, JP Morgan Chase, Standard Chartered Bank, Wachovia Bank; and it is further

ORDERED that supplemental process enforcing the Court's Order may be issued by the Clerk upon application without further order of the Court; and it is further

ORDERED that following initial service by the U.S. Marshal or other designated process server upon each garnishee, that supplemental service of the Process of Maritime Attachment and Garnishment, as well as this Order, may be made by facsimile transmission or other verifiable electronic means, including e-mail, to each garnishee; and it is further

ORDERED that service on any garnishee as described above is deemed effective continuous service throughout the day from the time of such service through the opening of the garnishee's business the next business day; and it is further

Case 1:08-cv-05879-WHP

Document 18

Filed 08/08/2008

Page 14 of 36

ORDERED that pursuant to Federal Rule of Civil Procedure 5(b)(2)(D) each garnishee may consent, in writing, to accept service by any other means.

Dated: July 1, 2008

SO ORDERED:

U.S.D.J.

Exhibit C

Tulio R. Prieto

From:

Tulio R. Prieto [tprieto@cardillocorbett.com]

Sent:

Thursday, July 17, 2008 11:39 PM

To:

Lauren C. Davies (Idavies@tisdale-law.com)

Subject:

United Bulk Carriers L.D.A. v. North China Shipping Ltd. 08 Civ 5879

Dear Lauren,

I represent North China Shipping Company, Ltd. I am writing to you to request that your clients voluntarily release \$222,381.00 in funds belonging to my client, which is a separate and distinct entity from the defendant. In support of my request, I am attaching hereto a Certificate of Incorporation for my client. As you can see from the Certificate, my client is a Hong Kong corporation formed in June, 1992. According to the verified complaint, the defendant, North China Shipping Limited is a Bahamas corporation. In addition, my client's name is different from the entity named as a defendant in your complaint.

I also attach a copy of a Customer Advice issued by Bank of Communications showing that the funds that were attached were remitted by North China Shipping Company Ltd. The funds represented a payment of freight to J-Yang Shipping Co., Limited

I attach also the fixture note under which terms the remittance at issue was made by North China Shipping Company Ltd., as Charterers.

Finally, I attach the freight invoice issued by J-Yang Shipping Co., Limited to my clients.

I am informed by my clients that they are active in the chartering market as charterers and disponent owners. Inquiries by you or the plaintiff should confirm this.

In view of the attached documents, I respectfully request that you voluntarily release all of the funds restrained by the plaintiff.

I thank you in advance for your prompt attention and reply to this request.

Best regards,

Tulio R. Prieto
Cardillo & Corbett
29 Broadway, Suite 1710
New York, NY 10006
212-344-0464 Phone
212-797-1212 Fax
www.cardillocorbett.com









Bank Slip.pdf

Fixture Note.pdf

invoice 0812 (2).pdf

NORTH CHINA IPPING COMPANY

The information contained in this e-mail message is privileged and confidential, and is intended only for the use of the individual named above and others who have been specifically authorized to receive such. If the recipient is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, or if any problems occur with transmission, please notify us

Case 1:08-cv-05879-WHP Document 18 Filed 08/08/2008 Page 17 of 36 immediately by e-mail at mailto:tprieto@cardillocorbett.com or telephone (212) 344-0464. Thank you.

Exhibit D

Tulio R. Prieto

From:

Tulio R. Prieto [tprieto@cardillocorbett.com]

Sent:

Monday, July 21, 2008 5:38 PM

To:

Lauren C. Davies (Idavies@tisdale-law.com)

Subject:

FW: North China Shipping Co., Ltd. BVI - FFA

Attachments:

FFA - DD 10.10.2007.pdf; FFA - recap.pdf; North China Shipping Company Limited -

Certificate of Incorporation.pdf; FFA - Louis Dreyfus - Transfer.pdf

Dear Lauren,

I refer to my message of July 17 in which I sent you documents showing that the funds you have attached belong to a different company from the defendant, North China Shipping Company Ltd of Hong Kong and that the remittance involved concerns a transaction to which the defendant is not a party. I am waiting for your reply to that message.

It now appears that additional funds belonging to another one of my clients, North China Shipping Company, Ltd, BVI ("NCS BVI"), have been attached. NCS BVI entered into two FFAs with Louis Dreyfus Corporation, Wilton Connecticut dated 14 September 2007 and 10 October 2007 respectively. After settlement, there is US\$555,000 due to NCS BVI and Louis Dreyfus paid the same but it was seized by you.

The documents attached include the Certificate of Incorporation showing that NCS BVI was formed in October 2001, the FFA agreement, and bank advice.

Again, I request that you review the attached, and release the funds voluntarily, failing which we will be forced to move to vacate the attachment.

I kindly ask also that you send me a list of the attachments you effected thus far.

By separate email, I will send you documents relating to still another company, North China Shipping (Singapore) Pte Ltd whose funds were attached despite the fact that it is a different company from the defendant.

Best regards,

Tulio R. Prieto Cardillo & Corbett 29 Broadway, Suite 1710 New York, NY 10006 212-344-0464 Phone 212-797-1212 Fax www.cardillocorbett.com

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Exhibit E

Tulio R. Prieto

From:

Tulio R. Prieto [tprieto@cardillocorbett.com]

Sent:

Monday, July 21, 2008 6:03 PM

To:

Lauren C. Davies (Idavies@tisdale-law.com)

Subject:

FW: North China Shipping (Singapore) Pte Ltd.

Attachments:

Fw_PEARL OF SHARJAH NCS.eml (396 KB); Fw_PEARL OF SHARJAH RECAP.eml (3.53 KB); Hire Statement and Payment bank slip.pdf; North China Shipping (Singapore) Pte

Ltd - Business Profile.pdf; HSBC Notice.pdf

Dear Lauren,

Further to my prior emails, I also represent North China Shipping (Singapore) PTE Ltd. ("NCS Singapore"). You will note form the attached Business Profile that this is a company formed in Singapore in December, 2007. The payment that was attached by you is a hire payment made by NCS Singapore in connection with a charter party covering the MV Pearl of Sharjah in which NCS Singapore was the charterer. The payment is unrelated to the defendant.

Again, I kindly request that you voluntarily release the funds, failing which we will move to vacate the attachment.

There are two additional attachments of funds belonging to NCS Singapore which were also attached by you. I will send you the details by separate emails.

Best regards,

Tulio R. Prieto
Cardillo & Corbett
29 Broadway, Suite 1710
New York, NY 10006
212-344-0464 Phone
212-797-1212 Fax
www.cardillocorbett.com

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Exhibit F

Tulio R. Prieto

From:

Tulio R. Prieto [tprieto@cardillocorbett.com]

Sent:

Monday, July 21, 2008 6:32 PM

To: Subject: Lauren C. Davies (Idavies@tisdale-law.com) North China Shipping (Singapore) Pte Ltd

Dear Lauren,

Further to my prior emails, voyage chartered the M/V Kyla Fortune from Swissmarine Service SA. On 17 July, NCS Singapore paid US\$13,227,052.61 as 95% freight but are advised that US\$827,625 thereof was attached by United Bulk. Attached are the relevant documents.

Again, I kindly request that you release the funds, failing which we will move to vacate the attachment.

Best regards,

Tulio R. Prieto Cardillo & Corbett 29 Broadway, Suite 1710 New York, NY 10006 212-344-0464 Phone 212-797-1212 Fax www.cardillocorbett.com



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Exhibit G

Tulio R. Prieto

From:

Tulio R. Prieto [tprieto@cardillocorbett.com]

Sent:

Monday, July 21, 2008 6:41 PM

To: Subject:

Lauren C. Davies (Idavies@tisdale-law.com) North China Shipping (Singapore) Pte Ltd

Dear Lauren,

North China Shipping (Singapore) Pte Ltd ("NCS Singapore") time chartered the vessel from Korea Line (Singapore) Pte Ltd for a trip to carry iron ore from India to China. On 15 July, NCS Singapore remitted the 2nd hire US\$77,302.83 but Owners advise they have not received the hire so far. My clients suspect that the funds were attached by United Bulk. Attached are the relevant documents showing that the defendant was not the beneficiary or ordering party with respect to the funds at issue.

I kindly request that you confirm whether, in fact, you have attached the funds, and if so, I kindly request that you voluntarily release the funds failing which we will move to vacate the attachment.

Best regards,

Tulio R. Prieto Cardillo & Corbett 29 Broadway, Suite 1710 New York, NY 10006 212-344-0464 Phone 212-797-1212 Fax www.cardillocorbett.com



MV JBU LEVAN -IND HIRE ATTACH.

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Exhibit H

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

UNITED BULK CARRIERS INTERNATIONAL L.D.A.,

Plaintiff,

- against -

08 Civ. 5879 (WHP) ECF CASE

NORTH CHINA SHIPPING LTD., a/k/a
NORTH CHINA SHIPPING CO. LTD.
a/k/a NORTH CHINA SHIPPING
COMPANY LTD. a/k/a NORTH CHINA
SHIPPING COMPANY LIMITED a/k/a
NORTH CHINA SHIPPING
(SINGAPORE) PTE LTD.

Defendant.

VERIFIED AMENDED COMPLAINT

--X

Plaintiff, UNITED BULK CARRIERS INTERNATIONAL L.D.A. (hereinafter referred to as "Plaintiff" or "UNITED BULK"), by and through its attorneys, Tisdale Law Offices LLC, as and for its Verified Amended Complaint against the Defendant NORTH CHINA SHIPPING LTD. a/k/a NORTH CHINA SHIPPING COMPANY LTD. a/k/a NORTH CHINA SHIPPING COMPANY LIMITED a/k/a NORTH CHINA SHIPPING (SINGAPORE) PTE LTD. (hereinafter referred to as "Defendant" or "NCS"), alleges, upon information and belief, as follows:

- 1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333.
- 2. At all times material to this action, Plaintiff was, and still is, a foreign company duly organized and operating under foreign law with a principal place of business in Madeira.

- Upon information and belief, Defendant NCS was, and still is, a foreign 3. corporation or other business entity organized under and existing by virtue of foreign law with a place of business in the Bahamas and in care of NORTH CHINA SHIPPING LTD. a/k/a NORTH CHINA SHIPPING COMPANY LTD. a/k/a NORTH CHINA SHIPPING COMPANY LIMITED a/k/a NORTH CHINA SHIPPING (SINGAPORE) PTE LTD., Room 3511 35/F, West Tower, Shun Tak Centre, 168-200 Connaught Road, Central, Sheung Wan, Hong Kong.
- By a charter party dated February 23, 2007, United Bulk chartered the "M/V 4. WINA" from the Defendant for a time charter period of "minimum 12/about 14 months in Charterers' option."
- Certain disputes arose between the parties regarding Defendant's breaches of the 5. charter party for failure to pay Plaintiff's off-hire claims, the under-performance of the Vessel and the Defendant's wrongful drydocking of the Vessel.
- As a result of Defendant's breaches of the charter party, Plaintiff has suffered 6. damages in the principal amount of \$1,499,637.90.
- Despite due demand, Defendant has failed to pay the sums due and owing as a 7. result of its breaches of the charter party.
- Pursuant to the aforementioned charter party, any disputes arising thereunder shall 8. be referred to Arbitration in London with English law to apply.
 - Plaintiff will soon commence arbitration in London and appoint its arbitrator. 9.
- Interest, costs and attorneys' fees are routinely awarded to the prevailing party in 10. London Arbitration proceedings. As best as can now be estimated, Plaintiff expects to recover the following amounts:

winds and the second

A. Principal claim:

\$1,499,637.90

Balance due under Final Hire

Statement

\$1,137,737.97

Balance due for wrongful dry docking of Vessel

\$361,900.00

B. Estimated interest on claims: 3 years at 8%

\$402,678.38

C. Estimated attorneys' fees and costs:

\$100,000.00

Total

\$2,002,316.20

- 11. The Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendant has, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of garnishees within the District which are believed to be due and owing to the Defendant.
- 12. The Plaintiff seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, and also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching, *inter alia*, any property of the Defendant held by any garnishees within the District for the purpose of obtaining personal jurisdiction over the Defendant, to compel arbitration and to secure the Plaintiff's claim as described above.

WHEREFORE, Plaintiff prays:

A. That process in due form of law issue against the Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Complaint, failing which default judgment be entered against it in the sum of \$2,002,316.20.

Case 1:08-cv-05879-WHP Document 18 Filed 08/08/2008 Page 30 of 36 Case 1:08-cv-05879-WHP Document 7 Filed 07/21/2008 Page 4 of 6

- B. That since the Defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching all goods, chattels, credits, letters of credit, bills of lading, effects, debts and monies, tangible or intangible, or any other funds up to the amount of \$2,002,316.20 belonging to, due or being transferred to, from, or for the benefit of the Defendant, including but not limited to such property as may be held, received or transferred in Defendant's name or as may be held, received or transferred for its benefit at, moving through, or within the possession, custody or control of banking/financial institutions and/or other institutions or such other garnishee(s) to be named, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;
- C. That pursuant to 9 U.S.C. §§201 et seq. this Court recognize and confirm any London arbitration award in Plaintiff's favor against the Defendant as a judgment of this Court;
- D. That this Court award Plaintiff the attorneys' fees and costs incurred in this action; and

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E. That the Plaintiff have such other, further and different relief as the Court may deem just and proper.

Dated: July 21, 2008 New York, NY

> The Plaintiff, UNITED BULK CARRIERS

INTERNATIONAL L.D.A.,

By:

Claurisse Campanale-Orozco (CC3581)

Thomas L. Tisdale (TT 5263)

Lauren C. Davies (LD 1980)

TISDALE LAW OFFICES LLC

11 West 42nd Street, Suite 900

New York, NY 10036

(212) 354-0025 - phone

(212) 869-0067 - fax

ttisdale@tisdale-law.com

ldavies@tisdale-law.com

corozco@tisdale-law.com

ATTORNEY'S VERIFICATION

State of Connecticut)	ss.:	City of Southport
County of Fairfield)		

- 1. My name is Claurisse Campanale-Orozco.
- I am over 18 years of age, of sound mind, capable of making this
 Verification, and fully competent to testify to all matters stated herein.
- 3. I am an Attorney in the firm of Tisdale Law Offices, LLC, attorneys for the Plaintiff.
- 4. I have read the foregoing Verified Amended Complaint and know the contents thereof and believe the same to be true and accurate to the best of my knowledge, information and belief.
- 5. The reason why this Verification is being made by the deponent and not by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now within this District.
- 6. The source of my knowledge and the grounds for my belief are the statements made, and the documents and information received from, the Plaintiff and agents and/or representatives of the Plaintiff.
 - 7. I am authorized to make this Verification on behalf of the Plaintiff.

Dated: July 21, 2008 Southport, CT

Claurisse Campanale-Oró

Exhibit I

Case 1:08-cv-05879-WHP Document 18
Case 1:08-cv-05879-WHP Document 9

Filed 08/08/2008 Filed 07/22/2008 Page 34 of 36 Page 1 of 3

ALKYNJ

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

UNITED BULK CARRIERS INTERNATIONAL L.D.A.,

Plaintiff,

- against -

NORTH CHINA SHIPPING LTD., a/k/a
NORTH CHINA SHIPPING CO. LTD.
a/k/a NORTH CHINA SHIPPING
COMPANY LTD. a/k/a NORTH CHINA
SHIPPING COMPANY LIMITED a/k/a

NORTH CHINA SHIPPING (SINGAPORE) PTE LTD.

Defendant.

08 Civ. 5879 (WHP) ECF CASE

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #: ____
DATE FILED: 27 22 05

EX PARTE ORDER FOR PROCESS OF MARITIME ATTACHMENT

WHEREAS, on July 21, 2008, Plaintiff, UNITED BULK CARRIERS

INTERNATIONAL L.D.A., filed a Verified Amended Complaint herein for damages against the Defendant NORTH CHINA SHIPPING LTD. a/k/a NORTH CHINA SHIPPING COMPANY LTD. a/k/a NORTH CHINA SHIPPING COMPANY LIMITED a/k/a NORTH CHINA SHIPPING (SINGAPORE) PTE LTD. amounting to \$2,002,316.20 and praying for the issuance of Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Admiralty Rules for Certain Admiralty and Maritime Claims of the Federal Rules and Civil Procedure; and

WHEREAS, the Process of Maritime Attachment and Garnishment would command that the United States Marshal or other designated process server attach any and all of the Defendant's property within the District of this Court; and

WHEREAS, the Court has reviewed the Verified Amended Complaint and the Supporting Affidavit, and the conditions of Supplemental Admiralty Rule B appearing to exist;

NOW, upon motion of the Plaintiff, it is hereby:

ORDERED, that Pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, the Clerk of the Court shall issue Process of Maritime Attachment and Garnishment against all tangible or intangible property, credits, letters of credit, bills of lading, effects, debts and monies, electronic funds transfers, freights, sub-freights, charter hire, sub-charter hire or any other funds or property up to the amount of \$2,002,316.20 belonging to, due or being transferred to, from or for the benefit of the Defendant, including but not limited to such property as may be held, received or transferred in Defendant's name or as may be held, received or transferred for its benefit at, moving through, or within the possession, custody or control of by any garnishees within this District, including but not limited to, ABN Amro, American Express Bank, Bank of America, Bank of New York, Citibank, Deutsche Bank, HSBC (USA) Bank, JP Morgan Chase, Standard Chartered Bank, Wachovia Bank; and it is further

ORDERED that supplemental process enforcing the Court's Order may be issued by the Clerk upon application without further order of the Court; and it is further

ORDERED that following initial service by the U.S. Marshal or other designated process server upon each garnishee, that supplemental service of the Process of Maritime Attachment and Garnishment, as well as this Order, may be made by facsimile transmission or other verifiable electronic means, including e-mail, to each garnishee; and it is further

ORDERED that service on any garnishee as described above is deemed effective continuous service throughout the day from the time of such service through the opening of the garnishee's business the next business day; and it is further

Case 1:08-cv-05879-WHP Document 18 Filed 08/08/2008 Page 36 of 36 Case 1:08-cv-05879-WHP Document 9 Filed 07/22/2008 Page 3 of 3

ORDERED that pursuant to Federal Rule of Civil Procedure 5(b)(2)(D) each garnishee may consent, in writing, to accept service by any other means.

Dated: July 1, 2008

SO ORDERED:

U. S. D. J.

7